



April 18, 1989

RECORDATION NO

7970-9  
FILED 142

APR 20 1989 2 20 PM

ITel Rail Corporation

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000  
(415) 781-1035 Fax

Date

4-20-89

Fee

13.00

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

9-110A026

MAJOR OPERATING UNIT

APR 20 2 14 PM '89

Re: Supplemental Agreement No. 7 between Pullman Leasing Company and The First National Bank of Chicago

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Supplement under the Equipment Trust Agreement (Series 6) dated as of June 15, 1975, between The First National Bank of Chicago and Pullman Leasing Company, as successor to Signal Capital Corporation, which was filed with the ICC on June 20, 1975, under Recordation No. 7970.

The parties to the aforementioned instrument are listed below:

Pullman Leasing Company (Obligor)  
200 S. Michigan Avenue  
Chicago, Illinois 60604

The First National Bank of Chicago (Trustee)  
First National Plaza  
Madison & Dearborn Streets  
Chicago, Illinois 60670

This Supplement acknowledges the delivery of a guarantee by Signal Capital Holdings Corporation to the Trustee guaranteeing amounts payable by Pullman Leasing Company under the Trust Certificates and Equipment Trust Agreement.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*  
Patricia Schumacker  
Legal Department

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INTERSTATE COMMERCE COMMISSION

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**SUPPLEMENTAL AGREEMENT NO. 7****by and between****PULLMAN LEASING COMPANY****and****THE FIRST NATIONAL  
BANK OF CHICAGO**

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**Dated as of March 27, 1989**

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Supplementing the Equipment Trust Agreement (Series 6), dated as of June 15, 1975, between The First National Bank of Chicago and Pullman Leasing Company, as amended and supplemented by Supplemental Agreement No. 1, dated as of January 20, 1976, between The First National Bank of Chicago and Pullman Leasing Company; Supplemental Agreement No. 2, dated as of June 15, 1976, between The First National Bank of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 3, dated as of January 1, 1979, between The First National Bank of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 4, dated as of November 15, 1979, between The First National Bank of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 5, dated as of January 15, 1980, between The First National Bank of Chicago and Pullman Transport Leasing Company; and Supplemental Agreement, dated as of February 26, 1981, by and among The First National Bank of Chicago, Pullman Rail Leasing Inc. and Pullman Leasing Company.

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SUPPLEMENTAL AGREEMENT NO. 7

SUPPLEMENTAL AGREEMENT NO. 7, dated as of March 27, 1989, by and between PULLMAN LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (formerly known as SIGNAL CAPITAL CORPORATION and successor by merger to Pullman Rail Leasing Inc.) (hereinafter called "New Pullman") and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association incorporated and existing under the laws of the United States, as trustee (hereinafter called the "Trustee").

W I T N E S S E T H:

WHEREAS, Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware ("Old Pullman"), and the Trustee entered into an Equipment Trust Agreement dated as of June 15, 1975 (such Equipment Trust Agreement, as supplemented and amended by six supplemental agreements and the Supplemental Agreement No. 7 referred to below, and, as it may hereafter be supplemented and amended from time to time, being hereinafter referred to as the "Equipment Trust Agreement"), pursuant to which the Trustee issued the Pullman Transport Leasing Company Equipment Trust

Certificates (Series 6) (hereinafter called the "Trust Certificates") bearing interest at the rate of 9.45% per annum, the payment of which was guaranteed by Old Pullman; and

WHEREAS, on December 17, 1975, Old Pullman changed its name from Pullman Transport Leasing Company to Pullman Leasing Company; and

WHEREAS, on December 31, 1980, Old Pullman changed its name from Pullman Leasing Company to Pullman Rail Leasing Inc. and became a wholly-owned subsidiary of Pullman Leasing Company, a corporation duly organized and validly existing under the laws of the State of Delaware ("New Pullman" ); and

WHEREAS, on September 30, 1986, Old Pullman was merged into New Pullman; and

WHEREAS, on March 21, 1985, New Pullman changed its name to Signal Capital Corporation, and on November 7, 1988, New Pullman changed its name from Signal Capital Corporation back to Pullman Leasing Company; and

WHEREAS, pursuant to the sixth Supplemental Agreement, dated as of February 26, 1981, among Old Pullman, New Pullman and the Trustee, New Pullman assumed, as a primary obligor, jointly and severally with Old Pullman, the prompt payment of the principal of and inter-

est on the Trust Certificates in accordance with the terms of the guaranty of Old Pullman endorsed on the Trust Certificates, the Trust Certificates and the Equipment Trust Agreement, and the performance of all the covenants of the Equipment Trust Agreement to be performed by Old Pullman; and

WHEREAS, contemporaneously with the execution and delivery of this Supplemental Agreement No.7, SIGNAL CAPITAL HOLDINGS CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "Holdings"), has executed and delivered to the Trustee a Guarantee (the "Guarantee"), dated as of the date hereof and substantially in the form attached hereto as Exhibit A, absolutely, fully and unconditionally guaranteeing (a) the prompt payment, in accordance with the guaranty of New Pullman (as the successor by merger to Old Pullman) endorsed on the Trust Certificates, of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest and (b) all other amounts payable by New Pullman under the Equipment Trust Agreement; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement permits New Pullman (as the successor by merger to Old Pullman) and the Trustee, without the consent of

the holders of any of the Trust Certificates, to enter into supplemental agreements to make such provisions with respect to matters or questions arising under the Agreement as shall not adversely affect the interests of such holders;

NOW, THEREFORE, in consideration of the premises and of the terms and provisions herein contained, it is hereby covenanted, declared and agreed as follows:

#### ARTICLE I

##### Enforcement; Application of Moneys

1.1. In case Holdings shall fail to pay any amount owed by it under the Guarantee, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute against Holdings any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Holdings and collect in the manner provided by law out of the property of Holdings wherever situated the moneys that are judged or decreed to be payable, in the manner set forth in the Equipment Trust Agreement for instituting and prosecuting any such action or proceeding,

enforcing any such judgment and collecting any such moneys against an obligor upon the Trust Certificates.

1.2 Any moneys collected by the Trustee pursuant to the Guarantee shall be applied in the manner provided in Section 6.03 of the Equipment Trust Agreement.

## ARTICLE II

2.1 Concerning the Trustee. The Trustee assumes no duties, responsibilities or liabilities by reason of this Supplemental Agreement No. 7 other than as set forth in the Equipment Trust Agreement.

2.2 Confirmation of Equipment Trust Agreement. Except as hereby supplemented and amended, the Equipment Trust Agreement is in all respects ratified and confirmed, and all of the terms and provisions thereof shall be and remain in full force and effect.

2.3 Execution in Counterparts. This Supplemental Agreement No. 7 may be executed in any number of

counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PULLMAN LEASING COMPANY has caused this Supplemental Agreement No. 7 to be signed in its corporate name and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by its Secretary or one of its Assistant Secretaries; and THE FIRST NATIONAL BANK OF CHICAGO has caused this Supplemental Agreement No. 7 to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by one of its Trust Officers, all as of the day and year first above written.

Attest:

B. Y. Zgar

PULLMAN LEASING COMPANY

By:

Gerome D. Wickings

Attest:

R. J. Jarnan

THE FIRST NATIONAL BANK OF  
CHICAGO

By:

[Signature]



STATE OF ILLINOIS )  
COUNTY OF COOK ) : ss.:

On the 27th day of March, 1989, before me personally came TERRANCE G. WEIDKAMP, to me known, who, being duly sworn, did depose and say that he resides at 624 S. MADISON, HINSDALE, IL., that he is a VICE PRESIDENT of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

David R. Wood  
Notary Public

My commission expires August 24, 1989.

[Notarial Seal]

STATE OF Illinois                    )  
  : ss.:  
COUNTY OF                            )

On the 28th day of MARCH, 1989, before me personally came J. R. GRIMES, to me known, who, being duly sworn, did depose and say that he resides at CHICAGO, ILLINOIS, that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

MA T. A

Notary Public

[Notarial Seal]

